

EXHIBIT 1

CONFIDENTIALITY AGREEMENT

In connection with the interest expressed by **GLOBAL GAMING ASSET MANAGEMENT, L.P.** ("**GGAM**") to manage the construction, preopening and commercial operation of the Entertainment City Project (the "Project") for **Bloomberry Resorts and Hotels, Inc.** ("**BRHI**") and **Sureste Properties, Inc** ("**SPI**"), the parties hereby agree as follows:

1. **BRHI and SPI** shall disclose to, or furnish **GGAM** with confidential, proprietary and non-public information about the Entertainment City Project (collectively "Information") to enable **GGAM** to make an intelligent decision with respect to the Project. **GGAM** shall use the Information solely for this purpose. **BRHI and SPI** understand that **GGAM** and/or its Representatives (as hereinafter defined) may currently or in the future be developing information internally, or receiving information from other parties, that may be similar to the Information furnished by or on behalf of **BRHI and SPI**. In addition, **BRHI and SPI** understand that **GGAM** and/or its Representatives may have, or in the future may enter into, relationships, contractual or otherwise, relating to the management, development or acquisition of casino properties not related to the Project. Provided that **GGAM** complies with its obligations contained herein, and except as otherwise expressly provided herein, this Confidentiality Agreement shall not in any way limit, restrict or preclude **GGAM** from pursuing any of its present or future business activities or interests or from entering into any agreement or transaction with any person, regardless of whether such business activities or interests are competitive with the business activities and interests of the other party and regardless of whether the subject matter of any such agreement or transaction is in any way similar to or different from the Project and/or the Information evaluated by **GGAM**.
2. **GGAM** shall maintain the strict confidentiality of the Information and shall limit the distribution of this information only to its directors, officers, employees, affiliates, subsidiaries, agents, attorneys, potential investors and other representatives (collectively, "Representatives") on a "need to know" basis. **GGAM** shall notify **BRHI and SPI** if it provides Information to a potential investor and shall only provide Information to potential investors if they have agreed to the terms set forth in this Confidentiality Agreement.
3. The parties likewise agree to maintain strictly confidential the fact that the final deliverables of the Project are intellectual properties.
4. If **GGAM** or any of its Representatives are required pursuant to legal process to disclose any Information or the existence or nature of the Project or discussions between the parties, **GGAM** will promptly notify **BRHI and SPI** to permit it to seek a protective order or take other appropriate action. **GGAM** will cooperate in **BRHI and SPI**'s efforts to obtain a protective order or other reasonable assurance that confidential treatment will be accorded the Information and the existence of the

Project or discussions between the parties. If, in the absence of a protective order, **GGAM** or any of its Representatives is, in the opinion of counsel (which may be internal counsel), compelled as a matter of law to disclose the Information or the existence of discussions between the parties, the **GGAM** may disclose to the person compelling disclosure only that part of the Information or the discussions as is required by law to be disclosed. **GGAM** and its Representatives may, if requested by any governmental, regulatory or self-regulatory agency or authority having or asserting jurisdiction over such person or entity, disclose the Information or the existence or nature of the Project or discussions between each of them and **GGAM** without notice to or consent from **BRHI and SPI**, without causing a breach of this Confidentiality Agreement.

5. If the Project is not pursued or is terminated, **GGAM** shall return the Information to **BRHI and SPI** or destroy, delete or remove such Information from **GGAM**; files or possession, and ensure that the confidentiality of the Information is not compromised. Notwithstanding anything in this Confidentiality Agreement to the contrary, (A) **GGAM** may keep copies of the Information in accordance with its record retention policies established for the purpose of compliance with applicable laws and regulations or credit, audit, or other legitimate internal corporate purposes, and (B) **GGAM** will not be obligated to erase the Information that is contained in an archived computer system backup that was made in accordance with its security and/or disaster recovery procedures, provided, however, that any retained Information shall be kept strictly confidential subject to the terms of this Confidentiality Agreement.
6. "Information" under this Confidentiality Agreement shall not include information which: (i) is publicly known; (ii) becomes publicly known through no fault of **GGAM**; (iii) is received by **GGAM** from a third party without restriction on disclosure and without knowledge or reasonable suspicion that the third party's disclosure is breach of an obligation to **BRHI and SPI**; (iv) has been approved for public release by **BRHI and SPI**; (v) is independently developed, conceived or discovered by **GGAM** or **GGAM**'s Representatives; or (vi) is already known to **GGAM** or **GGAM**'s Representatives prior to disclosure of the same to **GGAM** or **GGAM**'s Representatives by **BRHI and SPI** or **BRHI and SPI**'s Representatives.
7. Nothing herein shall obligate either party to purchase or provide any services or products of any kind from the other party or any of its affiliates, or to enter into any future agreements or business arrangements of any kind with the other party or any of its affiliates.
8. The parties hereto acknowledge and understand that this Confidentiality Agreement does not limit or restrict the ability of any party to engage in its respective business, nor does it limit any party's use or application of any information or knowledge acquired without breach of this Confidentiality Agreement.

9. The parties agree that references to "**GGAM**", and "Representatives" shall be meant to apply to only those individuals that have accessed the Information or who are engaged in the Project and no other employees or officers of **GGAM** or its affiliates. **BRHI and SPI** acknowledge that **GGAM** is affiliated with a broker dealer engaged in trading, securities, advisory and investment banking activities walled off from the Project and **BRHI and SPI** agree that nothing in this Confidentiality Agreement is intended to limit, restrict or impair any such business activities so long as the personnel engaged in such activities have not accessed Confidential Information or participated in the Project. **GGAM's** obligation hereunder shall be enforced throughout the term of the agreement and for a period of two (2) years thereafter.
10. This Confidentiality Agreement will be binding on and inure to the benefit of the parties hereto, and their respective successors and assigns. Neither party has the right to assign its obligations or rights or privileges to any other person without the written consent of the other party; provided, however, it may be assigned in whole or in part by **GGAM** to any affiliate or to any successor in interest of **GGAM**.
11. This Confidentiality Agreement shall be governed by and construed in accordance with the laws of the state of New York, without giving effect to the principles of conflict of laws thereof.
12. This Confidentiality Agreement may be executed by facsimile signature or by other electronic means, which shall be accepted as if they were original execution signatures. This Confidentiality Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which shall constitute one agreement. This Confidentiality Agreement may not be modified except by a writing signed by both Parties.

SIGNED by the parties as of March 1, 2011.

BLOOMBERRY RESORTS AND HOTELS, INC.
SURESTE PROPERTIES, INC.

By: ESTELA TUASON-OCCEÑA

GLOBAL GAMING ASSET MANAGEMENT, L.P.



By: WILLIAM P. WEIDNER

SIGNED IN THE PRESENCE OF :



[Signature Page to Confidentiality Agreement between Global Gaming Asset Management, L.P., Bloomberry Resorts and Hotels, Inc. and Sureste Properties, Inc. dated as of March 1, 2011]